EXHIBIT 1

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

Emergency Services of Texas, P.A.,
Hill Country Emergency Medical
Associates, P.A., Longhorn Emergency
Medicine Associates, P.A., and ACS
Primary Care Physicians Southwest, P.A.,

Plaintiffs,

V.

CASE NO.: 5:19-cv-138
Humana Insurance Company, Humana
Health Plan, Inc., and Humana Health
Plan of Texas, Inc.,

Defendants.

DECLARATION OF KENT BRISTOW

- I, Kent Bristow, have personal knowledge of the facts and matters discussed in this declaration.
- 1. My name is Kent Bristow. I am over eighteen (18) years of age, of sound mind, am competent to make this declaration and aver that the facts stated herein are true and correct.
- I am the Senior Vice President of Revenue Management at Team Health. Team Health's subsidiary, Quantum Plus LLC, is the support service company for Plaintiffs Emergency Services of Texas, P.A., Hill Country Emergency Medical Associates, P.A., Longhorn Emergency Medicine Associates, P.A., and ACS Primary Care Physicians Southwest, P.A. (collectively, "Plaintiffs"). In that role, I have knowledge of Plaintiffs' submission of healthcare claims to insurers for payment, including Defendants Humana Insurance Company, Humana Health Plan, Inc., and Humana Health Plan of Texas, Inc. (collectively, "Defendants" or "Humana").
- 3. I have knowledge of the healthcare claims at issue in this lawsuit. I directed and supervised the creation of an Excel spreadsheet that identifies the healthcare claims at issue in this DECLARATION OF KENT BRISTOW PAGE 1

Case 5:19-cv-00138-OLG Document 4-1 Filed 03/15/19 Page 3 of 3

lawsuit. That list includes information for over 4,000 individual healthcare claims that Plaintiffs

submitted to Humana for payment that Plaintiffs contend Humana underpaid. On December 13,

2018 and December 14, 2018, Plaintiffs, through counsel, provided this claims spreadsheet to

Humana, through counsel.

4. Plaintiffs do not, and will not, seek any relief in this lawsuit with respect to any

individual healthcare claims where Humana denied coverage of the claim based on the terms of a

plan. For healthcare claims where Humana denied coverage for individual charges based on the

terms of a plan (but not the entire claim), Plaintiffs do not, and will not, seek any relief relating to

the individual charges that Humana denied coverage for.

5. Additionally, Plaintiffs do not, and will not, seek any relief in this lawsuit with

respect to services provided to patients that would be payable by Humana's Medicare Advantage

health plans. Plaintiffs expressly disclaim any of their claims in this action that arise from

Medicare Advantage plans.

6. Finally, Plaintiffs do not, and will not, seek any relief in this lawsuit with respect

to services provided patients that would be payable by Humana's Federal Employee Health Benefit

Act ("FEHBA") plans. Prior to Humana's filing of its Notice of Removal, Plaintiffs were not

aware that any of the claims at issue were for FEHBA members. Plaintiffs expressly disclaim any

of their claims in this action that arise from FEHBA plans.

7. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 4, 2019, in KNOXVILLE, TW.

Kent Bristow